



Bureau Veritas Certification NA
Proposal for Services
Chain of Custody/Certified Sourcing
Certification

Reference Number: US.3272966

Date: December 10, 2018

Revised: 02 July 2019

Company Name: Boise Cascade Company
Company Contact: Amy Vitek
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Standard(s) Applicable to this certification:

☒ SFI 2015-2019, Section 4, Chain Of Custody Standard

Scope of Audit: Wood and Wood Products – Manufacturer of Wood Beams and Decking

Product Code: E06

Accreditations Offered: ANSI

Special Information: Annual Surveillance Plan. Ren of US.1581883 **Revised:** 02 July 2019 Updated scope per the auditor.

Number of Sites: 1

Site Address/Employee count: Total employees = 120

ON-GOING AUDIT COSTS							
		<u>On-site</u>	<u>Man-day</u>	<u>Off-site</u>	<u>SFI</u>	<u>FSC</u>	
		<u>days</u>	<u>Rate</u>	<u>fees*</u>	<u>Accred.</u>	<u>Accred.</u>	<u>Total</u>
				<u>Fee:</u>	<u>PEFC Fee:</u>	<u>Fee:*</u>	
Recertification:		1	\$1,400	\$900	\$450	\$0	\$2,750
Surveillances:	1st	1	\$1,400	\$600	\$0	\$0	\$2,000
	2nd	1	\$1,400	\$600	\$0	\$0	\$2,000
	3rd	1	\$1,400	\$500	\$0	\$0	\$1,900
	4th	1	\$1,400	\$500	\$0	\$0	\$1,900
*FSC Accreditation fees are collected on behalf of FSC and are based on annual turnover and are verified each audit year							
Total 5 Year Costs:							\$10,550

Note: This quotation (based on RFQ SF01) to be read in conjunction with Guidance document GP01 excludes travel and related costs of the audit team, which are billed to the client at cost. Invoices will be prepared and sent as work progresses during the duration of the contract. This quotation shall be read in conjunction with the Bureau Veritas Certification, FSC, SFI & PEFC Chain of Custody and SFI Certified Sourcing specific terms (attached). This proposal is valid for 90 days from the date indicated below. Routine surveillance will be carried out at specified intervals. Bureau Veritas Certification, North America, Inc. reserves the right to modify this contract if no activity is performed within one year of this signed contract. Issuance of a controlled wood certificate will be invoiced at an additional cost of \$450.

* Off-site audit related activity includes: document review, audit planning, report writing, issuance of certificate, and on-going certificate approval.

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GENERAL CONDITIONS FOR CERTIFICATION SERVICES

1. APPLICATION OF GENERAL CONDITIONS; DEFINITIONS

- 1.1** Unless otherwise expressly agreed in writing and signed by all parties, or solely to the extent otherwise required by mandatory application of law, all actions and services provided by any certification-related entity of the Bureau Veritas Certification North America, Inc. (Designated hereafter as "**Bureau Veritas Certification**") are governed by the following Bureau Veritas Certification general terms and conditions of service (the "**General Conditions for Certification Services**") and by the specific terms and conditions of service (the "**Specific Conditions of Certification Services**").
- 1.2** Bureau Veritas Certification offers certification services ("**Services**") covering audit and certification against an appropriate recognised specification or part thereof to any person, firm, company, association, trust or government agency or authority that apply for Services ("**Client**"). The audit and certification services offered by Bureau Veritas Certification are "open ended" and are subject to automatic renewal.
- 1.3** These General Conditions for Certification Services including Bureau Veritas Certification's offer and Specific Conditions of Certification Services constitute the sole obligations undertaken by Bureau Veritas Certification, and the sole rights and remedies of the Client, to the exclusion of all other representations, statements, terms, conditions whether express or implied.
- 1.4** The definitions in this Article apply in these General Conditions for Certification Services:

Accreditation Body: Authoritative body that grants accreditation, under which Bureau Veritas Certification performs its Services.

Agreement: the Bureau Veritas Certification's acceptance of a completed Bureau Veritas Certification Order Form or other instructions for Services from the Client, or Bureau Veritas Certification's acceptance of an agreed quotation for Services, or an instruction or request for services by a Client and subsequent acceptance by Bureau Veritas Certification and performance of Services by Bureau Veritas Certification for the Client. These General Conditions govern each Agreement unless separate terms and conditions are agreed to in writing between the Client and Bureau Veritas Certification.

Certificate of Approval: Permission issued by Bureau Veritas Certification for a product, service or process to be marketed or used for stated purposes under stated conditions.

Bureau Veritas Certification Request for Information / Request For Quotation: Bureau Veritas Certification's standard form to be completed by the Client setting out the Services to be performed by Bureau Veritas Certification, together with any other information concerning the performance of the Services under the terms of the Agreement. The fees for the Services may be set out in Bureau Veritas Certification "Proposal for Services" or in a separate document or price list.

Confidential Information shall mean information disclosed, by one Party to the other Party including, but not necessarily

limited to, technical, environmental, commercial, legal and financial information relating directly or indirectly to the Parties and/or to the Agreement.

Intellectual Property shall mean all patents, rights to inventions, utility models, copyright and related rights, trade marks, logos, service marks, trade dress, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets), methods and protocols for Services, and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals, reversions or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Party and Parties: individually Bureau Veritas Certification or the Client and collectively Bureau Veritas Certification and the Client.

Reports: all documents created by Bureau Veritas Certification in relation to the performance of the Services, except Certificate of Approval.

Single-Site Offer: offer issued by Bureau Veritas Certification to a Client for the Services for one site and/or location.

Multi-Site Offer: offer issued by Bureau Veritas Certification to a Client for the Services for two or more sites and/or locations.

- 1.5** Capitalized terms not otherwise defined herein shall have the meanings given to such terms by the "Conformity Assessment" vocabulary as stated in the ISO17000 standards.
- 1.6** For the avoidance of doubt, the Client's standard terms and conditions (if any) attached to, enclosed with or referred to in any Bureau Veritas Certification Order Form or other document shall not govern the Agreement and shall be void and have no effect.
- 1.7** Bureau Veritas Certification acts for the Client only, except as provided in the Agreement, the Agreement is entered into solely between and may be enforced only by the Client and Bureau Veritas Certification. The Agreement shall not be deemed to create any rights in third parties, including without limitation suppliers or customers of a Party, or to create any obligation of a Party to such third parties.

2. BUREAU VERITAS CERTIFICATION'S OBLIGATIONS

- 2.1** Bureau Veritas Certification shall, with reasonable care, skill and diligence as expected of a competent body experienced in the certification industry and in performing services of a similar nature under similar circumstances, provide the Services and deliver the Certificate of Approval and/or the Reports to the Client.
- 2.2** Bureau Veritas Certification, in the capacity of an independent party, provides information to its clients in the form of ascertainment, assessment or recommendations, relative to regulatory requirements, general industry standards and/or any other standards that may be mutually agreed by the Parties.

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- 2.3** In providing the Services, Bureau Veritas Certification does not take the place of designers, architects, builders, contractors, manufacturers, producers, operators, transporters, importers or owners, who, notwithstanding Bureau Veritas Certification's actions, are not released from any of their obligations of whatever nature. If and to the extent that the Client releases any third party from its liabilities, obligations and duties with respect to the Client's products or services, or from its liabilities, obligations and duties with respect to information upon which Bureau Veritas Certification relied in the performance of the Services, such unfulfilled liabilities of a third party will not cause the liability to Bureau Veritas Certification to increase and the Client shall assume and undertake as its own such liabilities, obligations and duties.
- 2.4** For the avoidance of doubt, Bureau Veritas Certification does not fulfil the role of an insurer or a guarantor in respect of the adequacy, quality, merchantability, fitness for purpose, compliance or performance of products, services or other activities undertaken or produced by the Client to which the Services relate. Notwithstanding any provision to the contrary contained herein or in any Certificate of Approval or in any Report, no warranty or guarantee, express or implied, including any warranty of merchantability or fitness for a particular purpose or use, is made by Bureau Veritas Certification for any activities undertaken by the Client or any product manufactured, distributed, imported, or sold by the Client.
- 2.5** The Certificate of Approval and the Reports are given only in relation to the written instructions, documents, information and samples provided to Bureau Veritas Certification by the Client prior to the performance of the Services. Bureau Veritas Certification cannot be held liable for any error, omission or inaccuracy in the Certificate of Approval or in the Reports to the extent that Bureau Veritas Certification has been given erroneous or incomplete information by the Client.
- 2.6** Unless specifically instructed to the contrary by the Client and incorporated into the scope of the Services under the Agreement, documents concerning undertakings entered into between the Client and other interested parties, such as contracts of sale, supply or work contracts, letters of credit, bills of lading, specifications, datasheets, letters of commissioning, certificate of acceptance or conformity, and which are divulged to Bureau Veritas Certification, shall be considered to be for information only, without either extending or restricting Bureau Veritas Certification's scope of Services or obligations under the Agreement.
- 3. CLIENT'S OBLIGATIONS**
- 3.1** The Client shall:
- 3.1.1** Co-operate with Bureau Veritas Certification in all matters relating to the Services;
- 3.1.2** Provide, or cause its suppliers to provide, in a timely manner, access to facilities, documents, information and personnel as required by Bureau Veritas Certification, its agents, subcontractors, consultants and employees, to perform the Services. The Client shall be responsible for preparing and maintaining the relevant premises and materials for the supply of the Services, including without limitation identifying, monitoring, correcting or removing any actual or potentially hazardous conditions or materials from any of its premises before and during the supply of the Services. The Client shall adopt all necessary measures to ensure safety and security of working conditions on site during performance of the Services and inform Bureau Veritas Certification of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the relevant premises;
- 3.1.3** Provide Bureau Veritas Certification, its agents, subcontractors and representatives with all necessary transportation and equipment, such equipment to be in good working order and under the Client's control and operation, for provision of the Services;
- 3.1.4** Provide Bureau Veritas Certification, either directly or through its suppliers and subcontractors, in a timely manner, such information as Bureau Veritas Certification may require for the proper performance of the Services and ensure that such information is accurate in all material respects;
- 3.1.5** Where necessary, obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services and the use of the Client's equipment; facilities;
- 3.1.6** Ensure that all documents, information and material made available by the Client to Bureau Veritas Certification under the Agreement do not and will not infringe, or constitute an infringement or misappropriation of, any patent, copyright, trademark, trade secret, licence or other intellectual property rights or proprietary rights of any third party and;
- 3.1.7** Take all necessary steps to eliminate or remedy any obstructions to or interruptions in the performance of the Services.
- 3.2** To the extent that Bureau Veritas Certification renders Services, the Client agrees that it is responsible for exercising its own, independent judgment with regard to the information and recommendations provided by Bureau Veritas Certification. Neither Bureau Veritas Certification nor any of its agents warrant the quality, outcome, effectiveness, success or appropriateness of any decision or action undertaken on the basis of the Reports provided under the Agreement.
- 3.3** If Bureau Veritas Certification's performance of its obligations under the Agreement is prevented or delayed by any act, omission, default or negligence of the Client, its agents, subcontractors, consultants or employees, Bureau Veritas Certification shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay.
- 4. PAYMENT**
- 4.1** Bureau Veritas Certification shall invoice Clients on delivery of the Services. Certificate of Approval and Reports cannot be released until full payment has been received by Bureau Veritas Certification.
- 4.2** The Client shall pay each valid invoice submitted to it by Bureau Veritas Certification, in full and in cleared funds, within thirty (30) days of the date of the invoice.

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- 4.3** If the Client fails to pay Bureau Veritas Certification on the due date, Bureau Veritas Certification may charge interest on such sum from the due date for payment at the monthly rate of 1.5%, accruing on a daily basis and being compounded monthly until payment is made, whether before or after any judgment; and suspend all Services until payment has been made in full. The fees and any additional charges are exclusive of all applicable taxes.
- 4.4** Any service supplied beyond those set out will be charged at Bureau Veritas Certification's current rates.
- 4.5** Bureau Veritas Certification will apply an annual cost of living increase of 3% to the annual cost of registration
- 4.6** All fees are exclusive of travel and expenses and will be charged at cost.
- 4.7** When Major Non Conformity or Major changes occur, Bureau Veritas Certification undertakes a "special follow up visit", which is charged at Bureau Veritas Certification's current rates.
- 4.8** Additional charges will apply (hourly) if extensive corrective action review is required for client's proposed actions to close non-conformances.
- 4.9** When a client specifically requests an individual auditor, Bureau Veritas Certification reserves the right to add a 10% management fee to the quoted man-day rate.
- 4.10** If the Client postpones the audit service within forty-five (45) days of the audit start date, Bureau Veritas Certification reserves the right to charge the full man-day fee of the audit. This sum will not be discounted from the audit fee ultimately charged when the rescheduled audit is carried out.

5. TERMINATION

- 5.1** The Agreement may be terminated by either Party at any time without liability to the other Party by giving a minimum of thirty (30) days' prior written notice to the other Party.
- 5.1.1** If an audit has already been scheduled and the Client cancels this Agreement with less than three (3) months' notice, then the client shall be liable for the full cost of the audit, including all audit man-days and administrative fees and all outstanding invoices.
- 5.2** Without prejudice to any other rights or remedies which the Parties may have, either Party may terminate the Agreement without liability to the other on giving the other not less than seven (7) days written notice to the other if:
- 5.2.1** the other Party fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than fifteen (15) days after being notified in writing to make such payment;
- 5.2.2** the other Party commits a material breach of any of the terms of the Agreement and (if such a breach is remediable) fails to remedy that breach within fifteen (15) days of that Party being notified in writing of the breach;

- 5.2.3** the other Party repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement;
- 5.2.4** the other Party becomes unable to pay its debts as and when they become due;
- 5.2.5** the other Party becomes insolvent or enters receivership (for financial or other reasons), or insolvency or bankruptcy proceedings are commenced by or against such Party;
- 5.2.6** the other Party assigns or transfers any right or interest in this Agreement other than as authorized under this Agreement; or
- 5.2.7** the other Party suspends or ceases or threatens to suspend or cease to carry on all or a substantial part of its business.

5.3 On termination of the Agreement for any reason:

- 5.3.1** the Client shall immediately pay to Bureau Veritas Certification all of Bureau Veritas Certification's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Bureau Veritas Certification may submit an invoice, which shall be payable immediately on receipt;
- 5.3.2** the Client shall return all of the Bureau Veritas Certification's equipment. If the Client fails to do so, then Bureau Veritas Certification may enter the Client's premises and take possession of it. Until it has been returned or repossessed, the Client shall be solely responsible for their safe keeping; and
- 5.3.3** the accrued rights and liabilities of the Parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

5.4 On termination of the Agreement (however arising), Articles 6, 7, 8 and 11 shall survive and continue in full force and effect.

5.5 In the event of this Agreement being terminated as per Articles 5.1 and 5.2, the Certificate of Approval and the Reports issued pursuant hereto shall forthwith become invalid and the Client shall cease to use the same and shall return to Bureau Veritas Certification all documentation and other matters issued pursuant thereto or bearing an indication of such Certificate of Approval or Reports.

6. CONFIDENTIALITY

- 6.1** Each of the Parties shall not disclose or use for any purpose whatsoever any of the confidential knowledge or Confidential Information or any financial or trading information which it may acquire or receive within the scope of the performance of the Agreement, without the prior written consent of the Party that disclosed the Confidential Information.
- 6.2** The confidentiality undertaking shall not apply to any information:

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- 6.2.1 which is publicly available or becomes publicly available through no act of the receiving Party;
- 6.2.2 which was in the possession of the receiving Party prior to its disclosure;
- 6.2.3 which is disclosed to the receiving Party by a third party who did not acquire the information under an obligation of confidentiality;
- 6.2.4 which is independently developed or acquired by the receiving Party without use of or reference to Confidential Information received from the disclosing Party;
- 6.2.5 which is disclosed in accordance with the requirements of law, any stock exchange regulation or any binding judgment, order, subpoena or requirement of any court or other competent authority; or
- 6.2.6 which is disclosed to an affiliate of the Party on a need to know basis.
- 6.2.7 Which is required to be reviewed during accreditation body office and witness audits
- 6.3** The Certificate of Approval and the Reports are issued by Bureau Veritas Certification and are intended for the exclusive use of the Client and shall not be published, used for advertising purposes, copied or replicated for distribution to any other person or entity or otherwise publicly disclosed without the prior written consent of Bureau Veritas Certification.
- 6.4** Each Party shall be responsible for ensuring that all persons to whom Confidential Information is disclosed under the Agreement shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person or entity, and shall assume full responsibility for any breach of said undertaking.
- 6.5** On expiry or termination of the Agreement for any reason and at the direction of the other Party, each Party shall return or destroy the other Party's Confidential Information which is at that time in its possession or under its control, provided, however, that nothing herein shall prohibit Bureau Veritas Certification from maintaining copies of Certificate of Approval and Reports and analysis in accordance with its record retention policies and document retention policies as may be required by law or Accreditation Bodies.
- 7. INTELLECTUAL PROPERTY**
- 7.1** Each Party exclusively owns all rights to its Intellectual Property whether created before or after the commencement date of the Agreement and whether or not associated with any Agreement between the Parties.
- 7.2** Each Party shall take necessary steps to ensure that it operates at all times in accordance with all applicable data protection laws and regulations.
- 7.3** The names, service marks, trademarks and copyrights of Bureau Veritas Certification shall not be used by the Client except solely to the extent that the Client obtains the prior written approval of Bureau Veritas Certification and then only in the manner prescribed by Bureau Veritas Certification.
- 7.4** The use of Certificate of Approval is regulated by Bureau Veritas Certification though a policy document explaining how to display and use the certification mark and associated logos, which is available upon request. Bureau Veritas Certification will audit the use of the certification mark and/or associated logo by the Client at subsequent surveillance visits.
- 7.5** For the avoidance of doubt, nothing in the Certificate of Approval or in the Reports or any other writing shall convey any rights of ownership or license whatsoever to the Bureau Veritas Certification's intellectual property of its proprietary software, nor to the Bureau Veritas Certification's proprietary audit methods, training materials and best practices manual, nor to the Bureau Veritas Certification's protocols, nor to the Bureau Veritas Certification's name, logo, marks, or other trade dress nor any other existing or later developed Intellectual Property rights or know-how developed and used to perform the Services and to issue the Certificate of Approval and the Reports. These shall remain the sole property of the Bureau Veritas Certification.
- 8. LIMITATION OF LIABILITY**
- 8.1** Notwithstanding any other provision of the Agreement, neither Party shall be liable to the other Party for indirect, incidental or consequential losses or damages (including, without limitation, punitive and exemplary damages, loss of earnings, loss of production, loss of value or decrease in earnings from any goods or property, including, without limitation, loss of use, loss of financial advantage, business interruption or downtime).
- 8.2** Nothing in these General Conditions limits or excludes the liability of Bureau Veritas Certification:
- 8.2.1 for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by Bureau Veritas Certification; or
- 8.2.2 for any other loss which by law cannot be excluded or limited.
- Without prejudice to Article 8.1, the total liability of Bureau Veritas Certification and its affiliates, and their respective employees, directors, officers, agents, consultants, and subcontractors, negligence arising from or related to the Services, the Certificate of Approval and the Reports and the performance, or contemplated performance, of the Agreement shall be limited to the amount of fees paid or payable by the Client to Bureau Veritas Certification in respect of the Services that give rise to Bureau Veritas Certification's liability to the Client.
- 8.3** Bureau Veritas Certification shall not be liable in any respect should it be prevented from discharging such obligations as a result of any matter beyond its control, which could not be reasonably foreseen. The client shall fully indemnify Bureau Veritas Certification against all costs, claims, actions and demands arising from the services provided by Bureau Veritas Certification save to the extent only that such claims arise from the neglect of Bureau Veritas Certification, its employees or agents, the use or misuse by the client of any certificate, license, mark of conformity provided by Bureau Veritas Certification in accordance with this agreement and any breach of this agreement by the client.

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9. FORCE MAJEURE

9.1 For the purposes of this Article 9, "**Force Majeure**" shall mean an event, the occurrence of which is beyond the reasonable control of the claiming Party, and which renders either the Client or the Bureau Veritas Certification unable, wholly or in part, to carry out its obligations under the Agreement (other than the obligation to make payments of sums due to the other Party), which inability could not have been prevented or overcome by the claiming Party exercising reasonable foresight, planning and implementation.

9.2 Neither Party shall be liable for any loss or damage resulting from any delay or failure in performance of its obligations hereunder resulting directly or indirectly from an event of Force Majeure. If the disability continues for more than fifteen (15) days, then either Party will have the right to terminate this Agreement

10. ENTIRE AGREEMENT

10.1 The Agreement constitutes the whole agreement between the Parties and supersedes all previous agreements and communications between the Parties relating to the performance of the Services by Bureau Veritas Certification. These General Conditions for Certification Services shall take precedence over any terms or conditions set out in the Client's purchase order or other communications with Bureau Veritas Certification, unless expressly otherwise agreed in writing by Bureau Veritas Certification.

10.2 Each Party acknowledges that, in entering into the Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than for breach of contract as expressly provided in the Agreement.

11. LAW

11.1 This Agreement is governed by and shall be construed in accordance with the laws of the jurisdiction where the services are performed, and the Parties hereby submit to the exclusive jurisdiction where the services are performed.

11.2 All notices and proceedings served will be deemed to be duly served if sent by pre-paid registered mail to the address of the Party as herein above appearing or as may be subsequently notified by the other.

12. RIGHTS OF THIRD PARTIES

12.1 To the fullest extent permitted by law and except as expressly provided for in the Agreement, a person who is not a party to the Agreement shall not have any rights under or in connection with the Agreement.

SPECIFIC CONDITIONS OF CERTIFICATION SERVICES

13. General

13.1 Bureau Veritas Certification North America Inc. offers certification services ("**Services**") covering audit and certification against an appropriate recognized specification

or part thereof to any person, firm, company, association, trust or government agency or authority that apply for Services ("**Client**"). The audit and certification services offered by Bureau Veritas Certification are "open ended" and are subject to automatic renewal.

13.2 To achieve and preserve certification, Bureau Veritas Certification's Clients are required to develop and maintain their management systems in accordance with said specifications of the current SFI and/or PEFC Chain of Custody standards, including implementing appropriate changes when they are communicated by Bureau Veritas Certification, allowing unconditional access to Bureau Veritas Certification to audit or otherwise verify these management systems against said specifications and ensuring that ongoing production, if applicable, continues to fulfil the product requirements required by the Certification Scheme. This includes but is not limited to investigation of complaints against clients, including participation of observers, if applicable, during investigation. The client must keep a record of all complaints made known to it relating to compliance with certification requirements and make these available to Bureau Veritas Certification when requested. Client must also take appropriate action with respect to the complaints and document all actions.

13.3 The certification awarded by Bureau Veritas Certification covers only, as the case may be, those services or products manufactured and/or supplied under the scope of the Client's management systems certified by Bureau Veritas Certification. The Client may only make claims consistent with the scope of the certification. For certain certification schemes, amplification of the contents of this document is required. This is provided separately for the scheme concerned. Clients remain solely liable for any defect in their products and shall defend, protect and indemnify Bureau Veritas Certification from any and all defects, claims or liability arising from said products. The Client will not use its certification in such a manner as to bring Bureau Veritas Certification into disrepute and will not make any statement regarding its certification that Bureau Veritas Certification may consider misleading or unauthorized.

13.4 The issued certification does not exempt Clients from their legal obligations in respect of the services or products in the scope of their management systems.

14. REQUESTS FOR CERTIFICATION

14.1 The Client will be asked to supply information about the size and scope of their operations subject to Bureau Veritas Certification's Services.

14.2 Upon receipt of this information Bureau Veritas Certification will issue an offer to the Client.

14.3 Where a Multi-Site offer is made, Bureau Veritas Certification Multi-Site offer is based on the information supplied by the Client and includes the multi-site criteria of the accreditation rules according to latest edition of the SFI and/or PEFC Chain of Custody standards. Where any subsequent audit information supplied by the Client is found not to be accurate, Bureau Veritas Certification reserves the right to amend and correct its offer and/or the Agreement accordingly to ensure the aforementioned rules are complied with.

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15. THE CERTIFICATION PROCESS

The details of the Services to be provided will be agreed between the Client and Bureau Veritas Certification.

15.1 PRE-AUDIT

The pre-audit is an optional chargeable audit, which is designed to preview the Client's management system for areas of the specifications against which the Client asks for certification. Bureau Veritas Certification will issue a Report to the Client detailing the findings of this audit in due time including any appropriate actions.

15.2 STAGE 2 AUDIT

Bureau Veritas Certification will provide an audit program prior to the commencement of the audit.

The Bureau Veritas Certification audit team will meet with the Client's management to discuss the details of the audit process and consider possible issues relating to the performance of the audit. The Bureau Veritas Certification audit team will discuss any nonconformities, observations and opportunities for improvement if and when they are identified during the audit.

The Bureau Veritas Certification audit team will prepare and present to the Client's management a report of the audit, which will include the audit findings and the scope of certification and will seek agreement, where necessary, on the nature of any corrective actions to be taken.

15.3 NONCONFORMITY

Bureau Veritas Certification auditors will only identify nonconformities that help Clients improve their management systems.

15.4 ISSUANCE OF CERTIFICATION

Bureau Veritas Certification will issue to the Client Certificate of Approval and Reports if and when all corrective actions agreed between the Client and the audit team have been completed. The Certificate of Approval will detail the specification(s) to which the Client has been found compliant at the time of audit and the scope of the management system. If the client provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme.

16. CERTIFICATION MAINTENANCE.

Client is required to maintain a current list of SFI/PEFC Chain of Custody products/services. These will be reviewed during required annual audits and as requested. The certification issued does not exempt the client from their legal obligations in respect of the products and services they provide. Accompanying the certificates will be a policy document explaining how to utilize the Bureau Veritas Certification North America, Inc. and relevant logos and/or marks. All SFI/PEFC logos/labels must be sent to the SFI Program's Office of Label Use & Licensing for review and approval (per Sustainable Forestry Initiative_ Program Requirements for Fiber Sourcing, Chain of Custody, and Product Labels). Bureau Veritas Certification North America, Inc. will monitor these requirements during required annual audits. Any failure to follow these guidelines will result in a non-conformity being raised and persistent breaches of these requirements could result in the certificate being suspended or withdrawn.

The client will comply with the requirements of Bureau Veritas Certification and the current SFI and/PEFC Chain of Custody guidelines when making reference to its certification in communication media such as documents, brochures or advertising.

16.1 SURVEILLANCE

Bureau Veritas Certification operates a surveillance audit program to record whether the Client's certification is found to be maintained. The program is ongoing and is agreed with the Client in the Agreement.

Once Bureau Veritas Certification has agreed the dates, the Client should make all necessary arrangement to maintain the agreed date. The date of the first surveillance audit following initial certification shall not be more than twelve (12) months from the last day of the stage 2 audit.

16.2 RE-CERTIFICATION

Every three (3) years Bureau Veritas Certification will automatically review the Client's certification and, subject to the satisfactory results from the surveillance audits and/or the re-certification audit (including all corrective actions which have been agreed between the Client and the audit team and completed), Bureau Veritas Certification will re-issue the Client's certification and the Certificate of Approval(s). It should be noted that this needs to be completed before expiry of the current Certificate of Approval to preserve the continuity of the certification. Once completed certification will be reconfirmed.

17. CERTIFICATION CHANGES

The Client is requested to inform Bureau Veritas Certification promptly of any significant changes to its product(s) or services that may impact the certified management system(s) or any other circumstances, which may affect the validity of its certification or its ability to conform with the certification requirements. Change of site, additional sites, change of process, change of ownership, change of scope, change of number of employees, etc. are considered as changes which may affect the validity of the certification. Bureau Veritas Certification will then take the appropriate action, such as conducting a special visit and/or changing the certification. Special visits can be conducted as well to investigate complaints received about the Client.

18. BUREAUVERITAS CERTIFICATION AND ACCREDITATION MARK

The Client shall use the Bureau Veritas Certification and Accreditation Body marks in accordance with the instructions for use that Bureau Veritas Certification provides including the requirements provided in Article 7 - Intellectual Property of the General Conditions for Certification Services.

There shall be no ambiguity, in the mark or accompanying text, as to what has been certified. Bureau Veritas Certification mark and/or Accreditation Body mark shall not be used on a product or product packaging seen by the final consumer or in any other way that may be interpreted as denoting product conformity.

19. ACCREDITATION BODY ACCESS

The Client shall allow the Bureau Veritas Certification's Accreditation Body or their representatives' access to any part of the audit or surveillance process for the purposes of witnessing the Bureau Veritas Certification audit team during its performance of the audit of the management system to determine conformity with the requirements of the applicable standards. The Client shall not have the right to refuse such a request either by the Accreditation Body, its

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representatives or Bureau Veritas Certification. This requirement also applies to other oversight authorities as determined by individual sector schemes

20. SUSPENSION, WITHDRAWAL OR CANCELLATION OF THE CERTIFICATE OF APPROVAL.

Bureau Veritas Certification reserves the right to suspend, withdraw, reduce, extend or cancel the Certificate of Approval at any time and shall give a three (3) months written notice or shorter notice as the situation may require depending upon the information available to Bureau Veritas Certification. If such actions are deemed necessary the Client will be fully briefed, and will be given every possible opportunity to take corrective action before a final decision is taken on what action Bureau Veritas Certification should take.

Bureau Veritas Certification reserves the right to publish the fact that such action has been taken.

Upon suspension, withdrawal or termination of the certification, the client shall discontinue all advertising and/or reference to the

certification scheme and will promptly return or destroy the certification documents.

21. APPEALS, DISPUTES AND COMPLAINTS

Should the Client wish to appeal against or dispute any decision of Bureau Veritas Certification, it should do so in accordance with the Bureau Veritas Certification appeals procedure, available on Bureau Veritas website or upon request.

Should a complaint arise about Bureau Veritas Certification North America Inc., such complaint shall in the first instance be made to Bureau Veritas Certification North America Inc. At 390 Benmar Drive, Houston, TX 77060 If the Client does not wish to complain directly to the Bureau Veritas Certification North America Inc. the complaint shall be sent in writing to Bureau Veritas Certification Holding SAS, 67/71 boulevard du Château, 92200 Neuilly-sur-Seine (France).

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SPECIFIC CONDITIONS FOR FSC™ CERTIFICATION

Object

This document is for the purpose to specify relations and mutual obligations between Bureau Veritas Certification and its Client in respect of FSC certification. The following requirements apply to FSC certificate issuance regarding forest management, wood logging, processing, trading or supplying activities conducted by the Client. In case that the Client violates any term provided herein, the Certificate (as defined below) and the certification trademark use right will be suspended or withdrawn by Bureau Veritas Certification.

Bureau Veritas Certification does not practice any form of discrimination such as hidden discrimination by speeding up or delaying the processing of applications, but Bureau Veritas Certification reserves the right not to grant or to withdraw the Certificate to a Client when fundamental/ demonstrated reasons exist, such as illegal activities, history of repeated non conformities with the certification requirements and similar issues.

FSC Certificate Issuance

Bureau Veritas Certification, upon the approval from its Certification Decision Making Entity, issues a FSC certificate (the "Certificate") to the Client. This Certificate is identified by a specific registration code. Further to the audits, the Certification Decision Making Entity has the right to decide on the granting, maintaining, conditional maintaining, extending, suspending and withdrawing of the Certificate. At the expiration date of the Certificate, a re-certification audit may be proceeded in order to review the Client's activities and allow a certificate renewal.

Bureau Veritas Certification reserve the right to delay or postpone its decision on certification in order to take proper account of new or additional information which has become available to Bureau Veritas Certification and which has not already been considered in its audit report and which, in the opinion of the Bureau Veritas Certification, could affect the outcome of its evaluation.

In case of damage in the image or in the reputation of the FSC, Bureau Veritas Certification reserves the right not to grant or to withdraw the Certificate, with immediate effect, even without FSC official inquiry.

Surveillance Audits and Random Inspection

Surveillance audits will be scheduled each year following the certificate issuance. The conditions and intervention periods of the surveillance audits are specified by FSC requirements of certification and/or by the certification contract.

In case of formal complaint or allegations, Bureau Veritas Certification reserves the right to make, at its expense, unannounced or short notice surveillance audit in both the offices and production sites of the Client.

Bureau Veritas Certification Obligation towards the client

- provide to the Client the necessary information, all applicable standards and normative FSC documents regarding the FSC certification system;

- provide the Client with the contact details as well as the name of the contact person regarding the certification;
- organise and conduct audits as specified through the certification contract;
- require appointed auditors to precede the audits under a confidentiality commitment in regard to the Client's operations and the audits results;
- communicate the full audit reports only to the Certification Decision Making Entity, to the ASI and to the FSC;
- not communicate the certificate number to the Client before a positive certification decision has been taken by the Certification Decision Making Entity;
- Make public the documentation required by the FSC (e.g. FSC FM Public Summary, FSC Controlled Wood Risk Assessment) to be in accordance with the related standards;
- inform the relevant Clients within 30 days about the change of the FSC requirements or of the certification system to allow the Client to conform to this change within 12 months of receiving notification, Bureau Veritas Certification reserves the rights to revise the relevant requirements of certification within the period of validity of the certificate.
- inform the relevant Clients within 30 days about the change of the FSC accreditation scope of Bureau Veritas Certification, and the Client have to seek a new FSC-accredited certification body within six (6) months to keep their certificate valid.

Client obligations towards Bureau Veritas Certification

The Client undertakes to:

- enter into and hold a valid 'License Agreement for the FSC Certification Scheme', which is not suspended for the FSC certificate validity period (5 years);
- comply and continue to comply with the FSC requirements of all applicable standards and normative FSC documents for the FSC certificate validity period (5 years);
- comply with the requirements of the new FSC approved standards in accordance with the 'standard effective date' specified in the new standard;
- comply with the new requirements related to the change of the FSC requirements within 12 months upon receipt of notice from Bureau Veritas Certification;
- comply with all conditions set by the Bureau Veritas Certification for the issue of a certificate, comply and continue to comply with all the Bureau Veritas Certifications' conditions for maintaining and re-issuing of the certificate, including but not limited to the full implementation of any actions required to correct minor non-conformances that were identified prior to the issue of the certificate;
- correct any major non-conformances with the applicable standard(s) within the maximum period specified by Bureau Veritas Certification;
- make all necessary arrangements for Bureau Veritas Certification to conduct the audits, evaluation and resolution of complaints;

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- respect the present document terms whatever the audits results are;
- satisfy the Bureau Veritas Certification Decision Making Entity's demands and decisions following audits.
- accept FSC decisions in regards to FSC certificate issuance. FSC has power to require the Bureau Veritas Certification Decision Making Entity to suspend or withdraw a certificate;
- not make any claim of conformity (or near conformity) with FSC requirements in the area included in the scope of the evaluation until and unless a certificate is awarded;
- submit, before every new use of FSC trademarks or use of a statement hinting at the certification, a draft that must be approved by Bureau Veritas Certification;
- limit FSC trademarks use or any other FSC Claim to the products included in the certificate scope;
- not use FSC certification in the manner as to bring Bureau Veritas Certification into disrepute, and not make any statement regarding to FSC certification which Bureau Veritas Certification may consider misleading or unauthorized;
- ensure the right to use information which is brought to the attention of Bureau Veritas Certification to follow up on infringements of the FSC Trademarks and of the intellectual property rights held by FSC;
- acknowledge the title of the FSC's intellectual property rights and that FSC shall continue to retain full ownership of the intellectual property rights and that nothing shall be deemed to constitute a right for the Client to use or cause to be used any of the intellectual property rights;
- comply with all the Bureau Veritas Certification's and FSC's requirements regarding claims, logos, certification marks or trademarks;
- continues to pay all specified fees and costs in a timely manner;
- inform Bureau Veritas Certification, in writing, as soon as possible about the change of organization, scope of certification or, if relevant the quality system which has potential impact in regards to FSC requirements conformity as well as to the continued validity of the certifications;
- accept, after the parties' agreement, a new audit when important modifications justify an urgent audit;
- make public the documents as specified by FSC requirements of certification as well as specified by all applicable FSC rules & regulations;
- ensure to Bureau Veritas Certification and to the FSC a free access to the persons, the sites, the documents and confidential information during the certificate validity period and, if a complaint requires extra information, after a certificate suspension or withdrawal;
- send back to Bureau Veritas Certification, in case of certificate withdrawal or termination, the awarded certificates as well as logos, materials and other documents in relation to the use of FSC trademarks;

- ensure that in case of certificate suspension, withdrawal or termination, cease immediately to make any use of any FSC trademarks, or to sell any product has been previously labelled or marked using the FSC trademark, or to make any claim that they comply with the requirements for certification;
- ensure that in case of certificate suspension or withdrawal, identify all relevant existing customers, and advise those customers of the suspension or withdrawal in writing within three (3) business days of the suspension or withdrawal, and maintain records of that advice;
- cooperate with Bureau Veritas Certification and with FSC in order to allow the Bureau Veritas Certification or FSC to confirm that the obligations have been met.
- allow Bureau Veritas Certification, in the absence of opposite information, to use its name as commercial reference.

Fees

Bureau Veritas Certification reserves the rights to revise the costs and fee within the period of validity of the certificate.

The FSC certification includes an annual fee chargeable to the Client (i.e. FSC Annual Administration Fee). This fee is paid to FSC in order to support the core operation of FSC system. The annual amount of the fee corresponds to an annual fixed cost specified in the certification contract. The amount of the annual fee may be modified by the FSC at any time. The non- payment of the annual FSC Fee will lead to the certificate withdrawal.

Certificate Extension, Reduction, Suspension & Termination

During its period of validity, the FSC certificate holder may require an extension of the scope of its certificate but cannot extend the period of validity of the certificate. Bureau Veritas Certification reserves the right to inspect the site of the specified operation before agreeing to the scope extension. In case of scope modification requirement, the certificate holder shall return its old certificate in order to receive a new one with the new wording for the scope.

A reduction FSC Forest Management or Chain of Custody certificate scope may also be considered on request from the Client to Bureau Veritas Certification. In case of certificate suspension, the period of suspension cannot exceed 12 months. After this 12-month suspension, the certificate will be terminated.

Confidentiality

The parties oblige themselves to handle in a confidential way all subjects under this contract and to take all necessary measures to insure compliance with this commitment.

However, in order to promote the certified products, Bureau Veritas Certification will use the Client name and the contact details and may give information about certified products (products nature and quantity) launch on the market by the Client.

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Dispute

The Client has:

- 21 days, after communication of audit reports by Bureau Veritas Certification, to indicate in writing to Bureau Veritas Certification any complaint or disagreement regarding the audit reports and their conclusions;
- 15 days, after notification of Certification Decision Making Entity's decisions, to indicate in writing to Bureau Veritas Certification any appeal, complaint or disagreement regarding such decisions.

After the above periods, the appeals, complaints and disagreement will not be accepted by Bureau Veritas Certification. Bureau Veritas Certification will make the necessary to resolve the disputes, however if an agreement cannot be found after the parties' negotiation, the FSC General Certification Conditions should apply to commercial disputes and the Forest Stewardship Council International Centre (Bonn - Germany) will be the only competent authority for the disputes in regards to the FSC requirements interpretation or to the FSC trademarks use

Authorized by: Yvette Reyna

Date: 12/10/18
 (on behalf of Bureau Veritas Certification, North America, Inc.)

Quotation Acceptance

Pease return this document with an original signature to
 Bureau Veritas Certification, North America, Inc.,
 16800 Greenspoint Park Drive, Houston, TX 77060.

Accepted: Dean Mike Brown
 Dean Mike Brown, Executive V.P.

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